"The Whig Party."

This is the subject of the leader in the Indiana Journal for Thanksgiving morning. The last subject on earth which should have been chosen by a Whig, on a day set apart for joy and Thanksgiving. What is there in the present condition or future prospects of the Whig party which, to them, should be the cause of rejoicing? We can see nothing. From present indications we are satisfied that there will be no National Whig Convention. A Convention of Northern Whigs and Southern Whigs did the masons and the hodmen at the tower of Babel.

tration in power, but they have changed no Democratic State purposes. measure. The Democratic Revenue Tariff of 1846, 2. That the City of Madison was bound by this prolong list of Whig measures and Whig provisions, none hence the assessment of said tax by the city of Madison are enforced. It is against these measures which our was illegal. pork and wheat? and what the price of cotton goodsthat policy which taxes the farmer and the laboring man Atlantic, of the Northern Lakes, or even to remove the rocks and obstructions of the Mississippi? You pay that remanded, &c. others may reap the benefit. This is Whig policy, which the people at the ballot box have condemned, and which they will continue most emphatically to repudiate. Speaking of the recent success of the Democratic party, the Editor says:

They may receive their yearly accessions of thousands upon thousands who take their name on trust; but when clouds and darkness gather around, it is to the men and measures of the Whig party that the country looks

Such was the cry in 1840. Gen. Harrison was elected tunately for the country failed to receive the sanction of their Whig President,) a high protective tariff adopted, and, to cap the climax, the notorious Bankrupt law enacted. The very next session the people sent up to the Capitol of the Nation, a large majority of Democratic freight of the corn, as the delivery of it at New Orleans the suit, ceased to have any force after his death—the suit, ceased to have any force after his death—the plaintiffs.

Montgomery and the representative character of the plaintiffs. dential election Henry Clay, the champion of these measures, and the embodiment of Whig principles, was defeated for the Presidency by James K. Polk, of Tennessee. The people in 1840 looked to the Whig party for relief, but they looked in vain. A few months was sufficient to convince an honest but indignant people that they had been deceived. The Democrats came into power, changed this policy and put the vessel of State on the true Democratic tack; and, although by double dealing and misrepresentation, Gen. Taylor was elected for a new trial.

2. That if Montgomery was dead, his attorney had ger as a contract on the part of the defendant did not no power to remit any portion of the verdict, his previous term, during his life, but that the transfer of the long list of Whig measures not one is now in the long list of Whig measures not one is now in the long list of Whig measures not one is now in the long list of Whig measures not one is now in the long list of Whig measures not one is now in the long list of Whig measures not one is now in the long list of Whig measures not one is now in the long list of Whig measures not one is now in the long list of the previous term, during his life, but that the transfer of the defendant did not not not inderstood by such strangers and not understood by such strangers and not unde of the long list of Whig measures not one is now in

ere, is a very forcible illustration of the Whig policy re ferred to in the above extract. Fifty Americans, without the form of a trial, are shot down in the streets, and their bodies mangled and mutilated. Our citizens are Court. tried, condemned and executed, and no arm of the Goverament extended to their relief. They are compelled country, the Administration or its representative.

Our attention is now ealled to the following beautiful

our country's glory."

both in and out of Congress. very distinctly prove what required more consideration. was the Whig policy during that war. It was the same line of policy which marked the federalists during the recorded votes they declared the war unconstitutional Error to the Fayette C. Court. dishonor, would have been trailed out of Mexico. At mitted. the head of this opposition in the Senate was Senator ground that it was made returnable on the 1st Monday an impudence unparalleled, claim it all as Whig policy.

It was their valor and their heroism which added new and brilliant pages to our country's glory. Their hurrah, now, reminds us of John C. Rives' story of the cock fight.

A white man bet a dollar with a negro on a cock fight.

The white man bet on the low combed cock—the negro.

The white man bet on the low combed cock—the negro.

The white man bet on the low combed cock—the negro.

The defendants and were situate in Franklin county; that not until after the time had clapsed for taking an appeal from the award, had the defendants any knowledge of the existence of said deed, although they had used reasonable diligence to ascertain its existence, it has not until after the time had clapsed for taking an appeal from the award, had the defendants any knowledge of the existence of said deed, although they had used reasonable diligence to ascertain its existence, it has not until after the time had clapsed for taking and which were made payable to one Wood, by him assigned to one Isham, and by him to the plaintiff.

The defendant filed two pleas, the first, stating that the sole consideration of said notes was the making, beautiful to one Isham, and by him to the plaintiff.

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The defendant filed two pleas, the first, stating that the sole consideration of said notes was the making, beautiful to one Isham, and by him to the pla on the high combed one. The fight commenced. The white man began to hurrah for the low combed cock, the one on which he had bet his money, but finding that the high combed cock would win, began to hurrah for the combed cock would win, began to hurrah for the low combed cock would win, began to hurrah for the combed cock would win, began to hurrah for the high combed cock would win, began to hurrah for the low combed cock would win, began to hurrah for the low combed cock would win, began to hurrah for the low combed cock would win, began to hurrah for the low combed cock would win, began to hurrah for the low combed cock would win, began to hurrah for the low combed cock would win, began to hurrah for the low combed cock would win the low combed cock would win the low combed cock woul high combed cock, and his hurrahs grew louder and louder, until it was decided that the high combed cock had won the battle. He then, with a brazen face, turned round and demanded the dollar of the stake holder. "Why," says the negro, "I've won the money. I bet on the high combed cock." "No," said the white man. "didn't you all hear me hurrahing for the high combed cock," turning to the crowd, who bore evidence to the truth of his assertion, and the money was handed over to him as the winner. The Whigs opposed the war, but

claim the glory. We return our thanks to our friends for their exertions in behalf of the Sentinel. Our circulation is in-creasing largely, daily.

Decisions of the Supreme Court of Indiana. NOVEMBER TERM, 1851.

REPORTED FOR THE STATE SENTINEL BY L. BOLLMAN. MONDAY, Nov. 24.

ferent day be named in such process.

plaintiff to take issue upon it.

by a majority of the arbitrators. Judgment affirmed, &c.

Musgrove alone for it.

Judgment reversed.

from the Marion C. Court.

ge SMITH neid:

satisfied

did not constitute any defence.

Judge SMITH held that this instruction was erroneous

which Bond was surety for Musgrove.

Glasgow sued Musgrove & Bond on two notes,

Judgment in the Circuit Court for the plaintiff.

The State Bank of Indiana rs. The City of Madison Appeal from the Jefferson C. C.

The Bank filed a bill in chancery against the city of Madison, to enjoin it from collecting a certain tax, levied in 1846, upon real estate of the Bank within the cor-

porate limits of the city. The only question to be decided in this case was whether the capital stock of the Bank, situated within the limits of the city, was subject to a tax, levied by the city authorities, for city purposes. The circuit court would speak language more jarring and discordant than was of opinion that such tax could be levied, and dis-

Judge BLACKFORD held, 1. That by the original This party has long since gone to the dissecting room, charter of the Bank, the sum of twelve and a half and we now propose very briefly to dissect the Journal's cents was to be deducted from the dividends of each share of stock, except those held by the State, to be devoted to common school purposes; and that this tax The Editor sets out with the stereotyped declaration was to be in lieu of all taxes and assessments on the stock that the Democratic party are the opponents of home in said Bank; and in case of an ad valorem system of interests and home industry, and of river and har- taxation being adopted, such portion only of the stock bor improvements. Without contradicting this broad as was actually paid in, and for which the stockholders should not be indebted to the State, should be subject to assertion, let us enquire, what is the Whig policy a tax not exceeding one per cent., including the said tax on these questions? It is by high tariffs and high of 124 cents on each share; that by an amendment to taxes to produce a surplus to be expended in works the charter of 1841, a per centum tax, in addition to the said 121 cents on each share, in amount each year, of internal improvement. The Government has no other mode of raising a revenue. Let us now review which the respective branch may be situated, provided the past and look at the present. It affords evidence it did not exceed one per cent. on the capital stock, was much more conclusive than the fine spun theories of amendment contained an express prohibition against Whig protectionists. There is now a Whig Adminis-

hibition, for all municipal corporations in this State are passed under the administration of President Polk, by entirely under the control of the Legislature—their his advice and Executive sanction, is still in force. The charters being subject to modification or repeal by the " odious" Sub-Treasury is now repealed, and of all the Legislature at any time. The People v. Morris, 13th Wend. 325. Sloan v. The State, 8 Blackford, 361, And

Whig cotemporary levels his artillery. Now we ask every farmer, mechanic and laboring man, to contrast Jersey City was levied upon real estate of the Patterthe present prosperous condition of the country with the son and Hudson River Railroad Company, in the chartimes under the Whig policy of a high protective tariff ter of which the Legislature, after providing for levyand a National Bank. What was then the price of corn, and a National Bank. What was then the price of corn, further or other tax or impost should be levied or assessed pork and wheat? and what the price of cotton goods-upon said company. But the Supreme Court of that calicos, sheetings and shirtings? Your answer will at State and the Ceurt of Errors and Appeals held that the once settle the question. Are you ready to return to tax paid was not only a bonus for the chartered privileges of the company, but was also a commutation for that policy which taxes the farmer and the laboring man such property as might necessarily be held for purposes to put bounties in the pocket of the lordly manufacturer? reasonably incident to the enjoyment of the franchise. Are you ready to be taxed to improve the harbors of the Gardner, Assessor v. The State. 1 Zabriskie's Rep.

Judgment of the Jefferson C. Court reversed-cause

Holliday vs. Coe. Error to the Fountain C. C. Declaration in assumpsit for work and labor and fo money paid Verdiet for the plaintiff for \$222.

In 1846, Coe, the plaintiff, undertook to transport for Noble. The writ was issued against M'Lain, and Nothis State, to New Orleans, 3,771 bushels of corn for 16

at an expense of \$15. The insurance was paid by the holden on the fifth Monday of April, instant," etc. 2. that term in favor of the plaintiff. and a Whig Congress installed. The Sub-Treasury was insurers. The defendant, in conversation with one of It did not aver that the judgment remained unsatisfied. The executor and executrix of said Montgomery the witnesses, told him that he would pay part of the Jufreight, but the plaintiff was not present, nor did the 1. That there was nothing in these objections—the error that the judgment should have been rendered for

> Judge BLACKFORD held, 1. That under the counts for 2. That the objection raised in this court, against nullo est erratum. work and labor, the facts did not warrant the verdict, joining in the seire facias, the survivor M'Lain, and the Objection was made to the sufficiency of the assignmust be paid pro rata itineris, are, where the vessel has performed the whole of the voyage, bringing part of her name of M'Lain. R. S. ch. 40, 7 98. eargo to the place of destination, or where the eargo Judgment affirmed.

3. That the statement made by the defendant to a stranger, in the absence of the plaintiff, that he would pay part of the freight, and not understood by such stranger might be opened.

October, 1845. At the next term, the whe field an all general issue in this case admitted the representative character of the plaintiffs, 5 Blackford 410.

2. That if Montgomery was dead, his attorney had

We now eall particular attention to the following extract:

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Tract:

Tract:

The laws and treaty faith of our Republic are distracted and condemned, it is to that party, based as it is to that party, based as it is upon the rock of law and order that we look for their is upon the rock of law and order that we look for their enforcement. If aggressions upon neighboring nations are to be resisted and the honor of our own country present to be resisted and the honor of our own country present to be resisted and the honor of our own country present the following extracted.

Cannon commenced this suit, before a Justice, who gave judgment against to chtain a divorce, shall be the and proceedings in suits to chtain a divorce, shall be the and proceedings in suits to chtain a divorce, shall be the and proceedings in suits to chtain a divorce, shall be the and proceedings in suits to chtain a divorce, shall be the and proceedings in suits to chtain a divorce, shall be the and proceedings in suits to chtain a divorce, shall be the and proceedings in suits to chtain a divorce, shall be the and proceedings in suits to chtain a divorce, shall be the defendant without heing admitted by the opposite the defendant without heing admitted by t are to be resisted and the honor of our own country pre- steps were taken as to the bill, but the cause was sub-

the assignment of errors was applicable.

Judgment affirmed with ten per cent. damages. Bennett vs. Buchanan. Error to the Huntington C.

This suit was commenced by Buchanan by notice and motion, under the statute, to recover money paid by him as surety for Bennett. The notice states that the deto look for aid and sympathy to the representatives of fendant as principal and the plaintiff as surety executed the British Government. This is executing treaties with a vengeance. We differ with our neighbor. We do not ty, administrators of Daniel Johnson; that these administrators sued Buchanan and recovered a judgment think that transaction reflected credit either on the against him for \$762 22, with costs, and that on the 18th day of August, 1349, he fully discharged said indgment The defendent pleaded the general issue, and on trial the evidence by Murry was, that he receipted the judgment as paid in full, as appeared on the judgment dock-

"And, when the temple of Janus is opened, and the ets of the Huntington circuit court, and that the judg-alarm of war is heard throughout our borders, all know ment was paid by Buchanan giving his note for 942 dolhow quickly Whig volcoteers, regardless of the policy lars, which was amply secured by a mortgage on real that may have caused the embroilment, flock to the na-tional standard—how gallantly Whig generals, regard-less of courts-martial and slanders with which they are

to be paid, lead them on to victory-how with their val- some cases favorable to the plaintiff's recovery, yet the or and their heroism they add new and brilliant pages to weight of authority was, that an action, like the present for money paid, would not lie, without proof of an actual In view of the conduct of the Whigs during the Mexican war, this extract is most impudent and mendatious. The note and mortgage was not equivalent to such payment but that if in had been shown that the note that no ferry shall be established within one mile immethat no ferry shall be established within the ferry sh In view of the conduct of the Whigs during the Mex. payment of money, or that which was equilalent to The votes of Whig members, and the speeches of Whigs, was negotiable by the law merchant, the case would have

A case very similar to this one had been decided by this court. Pityer es. Harmon-S Blackford, page 112. Judgment reversed, &c. war of 1812. They refused to vote supplies, and by their | White Water Valley Canal Company vs. Henderson.

and unjust. If their policy had been adopted, General

This was an action of debt brought by Henderson on an award for 2000 dollars, made and signed by two or Scott and his army would have been compelled to retrace three arbitrators to whom the question of damages to but, on the contrary, reserves to their steps, and the star spangled banner, in disgrace and his land by the construction of the canal had been sub-

The defendants moved to quash the summons on the mands them. who invoked for our brave soldiers hospitable graves in gan on the 2d Monday of said month. This motion was but its agents.

a foreign land. Whilst among the ranks of our noble overruled by the court below.

The defendants then filed three pleas, one stating that volunteers were many Whigs, who were ever ready to sustain their country's honor, the leaders of the Whig party sympathised and gave aid and comfort to the enemy, by voting to withhold the necessary supplies from the army. Now the battles are won, and we have action the sustain their country's honor, the leaders of the Whig party sympathised and gave aid and comfort to the enemy, by voting to withhold the necessary supplies from the defendants then filed three pleas, one stating that under the provisions of the canal act passed in 1835, one is accomplished by both.

4. That if the proceedings under the writ of ad quod damaum were irregular, as alleged, it is a matter between the owners of the soil appropriated, and those appropriating it.

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The defendants then filed three pleas, one stating that under the provisions of the canal act passed in 1835, one is accomplished by both.

4. That if the proceedings under the writ of ad quod damaum were irregular, as alleged, it is a matter between the owners of the soil appropriated, and those appropriated in the office of the Secretary of State, that Henderson was the quired a vast extent of country whose golden sands has contributed to the wealth of the world, the Whigs, with contributed to the wealth of the world, the Whigs, with owned by Jenks, and were situate in Franklin county;

the third one protesting against it as unjust, &c.

To the first plea Henderson replied by denying that
the existence of the deed of release had been fraudently oncealed by him and Jenks as alleged; he demurred to and that, consequently, the court below erred in overruling the demurrer to the first plea.

The second plea did not show that the improvement such a contract, and do bind ourselves mutually, to observe the same.

The defendent demurred to the replication to his first plea, which the court below overruled, and sustained the demurrer to the good.

The first plea is no bar to the suit, for although the serve, nonor, and love each other labthully for file,

We, James Colwell and Agnes McAntire, have made such a contract, and do bind ourselves mutually, to observe the same.

James Colwell,

Judgment affirmed.

the Miami C. C. junction restraining said company from the use of their bridge, and asking an account of receipts, &c. show it, ought not to preclude the defendant from pleading and proving that fact.

The circuit court dismissed the bill. Under the statute of 1831, authorizing boards doings county business to establish public ferries, Hood, Brit- in this case, the court could not say that the circuit court ton and Williams, proprietors of the town of Peru, by erred in its calculations. The proof justified the damaauthority from the commissioners of Miami county, established a ferry across the Wabash River at Broadway street in said town. In 1842, the Legislature incorporated the Peru Bridge Company, authorizing them to erect a bridge across the Wabash River, at the southern termination of said Broadway street, and to use the pork trade, which will doubtless prove interesting and writ of ad quod damnum to condemn the necessary

town or village, the crossing of a public highway or the intervention of some creek or river shall render it neces.

Judge PERKINS held: 1. That there was nothing in this act authorizing 1845-6..... 4.00 tablish additional ferries if the public convenience de- 1848-9..... 3.33

2. That the Legislature could itself exercise this 1850-51..... 3.81

3. That there was no difference between the estab-lishment of a ferry and a bridge, for the same purpose

concealed its existence.

The third plea craved over of the award, and set it out, showing that it was signed by but two of the arbitrators, the third one protesting against it as unjust, &c.

The data they represented the cost of making the lamp to be but 16 cents when it was 374 cents.

The plaintiff demurred to these pleas. The circuit court sustained that to the second plea, but overruled the third one protesting against it as unjust, &c.

Judge PERKINS held, That both these pleas were bad

Judgment in the c. court for Henderson for the amount price agreed to be given for an article may indefinitely of the award, interest, &c.

Judge Smith held,

1. That the motion to quash the writ was correctly take of facts, he is bound by his contract. Loss or overruled. By the Revised Statutes, page 674, all writs trouble or inconvenience or expense on the part of the asun

of summons must be made returnable on the first day of grantor, without any profit to the buyer, is a good con the next term, and it is enacted (page 724) that all process returnable on a day fixed by law shall be deemed and taken to be returnable on such day, although a dif-

The doctrine of a failure of consideration rests as 2. That although in the opinion of the court the first general rule, on the two doctrines of fraud and warranty. Without these, the buyer acts on his own judgment, and olea is bad, yet if the averment, that the plaintiff and Jenks fraudulently concealed the execution and existence if a court or jury were permitted to substitute their of the deed of release from the defendant was material judgment for his, all special contracts would be done scionable, are regarded as fraudulent on their face. 3. That the 2d plea was clearly bad. The award,

Judgment reversed, &c. under the law, stood as a judgment of a Justice of the Peace, and was conclusive if not appealed from, 8 Black-Puitt vs. Miller. Appeal from the Franklin C. C. Assumpsit by Miller against Puitt, for money had and General issue pleaded trial and verdict and ford 528, Ind. R. 28, R. S. page 786. A discovery of received. evidence which was unknown at the time of a former judgment for Miller.

In 1850 a reward was offered by the county of Franktrial, may afford grounds for a motion or a bill in chancery to obtain a new trial; but cannot constitute a basis lin of \$200 for the apprehension and delivery to the Sher of a good plea in a collateral suit. In an action on an iff of said county of one Emsweller, who was charged Editor of the Pennsylvanian, who deserves great credit award, it cannot be impeached for misconduct of the arbitrators. The remedy is by bill in chancery to have it set aside. 8 Blackford 158, 103. 4. That the statute authorizes awards to be signed make his escape. His wife was then living with one Mrs. Stuttle, and expecting he would go there the night of his escape, Miller watched the house. As he did not Musgrove & Bond rs. Glasgow. Appeal from the appear, on the next morning (Saturday) Miller went to aid to retake him, stating that if he would retake him sylvania. and let him know, he would pay him well for it. To this Pout agreed, when Miller gave him a pistol to protect himself. On Saturday night Emsweller came to At the time of the execution of the notes, it was understood between the parties that Musgrove was to have Mrs. Stuttle's, where Puitt arrested him on Sunday the money for a trip down the river, and for the use of morning, delivered him to the Sheriff and received the nected with the Globe office. He will make a capital This suit was brought to recover the reward the money he was to pay 10 per cent. int. On his return reward.

he told Glasgow that he was ready to pay him and offer-Judge PERKINS held, ed to pay him, but Glasgow said he did not want more 1. That after having received information of the cirthan 100 dollars, the amount of a third note held by him cumstances of the escape, of the place where Emsweller on Musgrove, in which Bond was not surety. They was likely to be found, and agreed to assist in arresting then agreed that Musgrove should keep the money an- him and to inform Miller if he succeeded, he became other year, at the same rate of interest, and in their con- the agent of Miller, and did not arrest him on his own

versation had at this time, Glasgow asked if Bond would account. be willing to stand as surety for the money again, to | 2. That it was not necessary to make a demand on which Musgrove replied that Bond had told him he did not want to do so. Glasgow then said to Musgrove "it brought, for although, in general. it is necessary to make proscribed by the United States—that he had two wives, will make no difference; I think you are good for it." a demand of an agent, who receives the money of his prin-The 100 dollars on the third note was then paid, and the cipal in the course of his agency, yet Puitt did not re- Young had still more, and none of them dare return to money, taken to pay the other two, brought back again by Musgrove.

Young had still more, and none of them dare return to ceive the reward as such agent, but rather as a wrong-the United States, for their dirty, little, mean, contract-doer. Without a plea or notice of sett off, and proof as Two witnesses testified that Glasgow had enquired of to the compensation Puitt was to receive, the jury could

them, after this transaction, of the standing of Mus- not allow any. grove, telling them he had loaned him money with Bond | 3. That it was not error in the circuit court to refuse as his surety, for a trip down the river, but afterwards a witness to be asked by the defendant, for the purpose let him have the money again for another trip, taking of impeaching his testimony, whether he had not stated Insurance alone for it.

The circuit court instructed the jury that these facts for such opinion was an immaterial matter.

4. That it was not error in the circuit court to refuse the defendant to make proof that he had agreed with for the evidence tended to prove the payment of the orig- Mrs. Emsweller to give her 100 dollars of the reward, inal notes and a new loan to Musgrove on his sole re- and to Emsweller himself 50 dollars of it, if she would onsibility. Had the money been passed into the hands inform him when Emsweller came to Mrs. Stuttle's: of Glasgow and by him handed back, there could be no because such contract, even if it could bind Puitt, was doubt of their payment. But this formality of passing unauthorized by Miller, and, besides, there was no evithe money may be waived, and the jury might so have dence offered to show that Puitt had paid the money. 5. That a person convicted of petit largeny is not rendered incompetent as a witness. Noble's Executors vs. Alvord and Another. Appeal

Judgment affirmed. Rundle's executor et al. rs. Jones. Error to the Al-

Seire facias to revive a judgment against M'Lain and len C. C. Montgomery sued Jones in an action of slander, ob-Holliday, the defendant, from the port of Covington, in ble's executors. Service upon them, and a special de- tained a verdict against him for \$900, and a motion was murrer filed to the seire facias. Before it was decided, made by the defendant for a new trial, which the court cents per bushel. The latter advanced \$75.64 to pay in- M'Lain died. At the ensuing term his death was sug- took under advisement till the next term. In vacation cidental expenses &c.; such as for protest in case of a gested, and then the demurrer was overruled. The ob- the plaintiff died, and the record of the succeeding term jections raised by the demorrer were, that the writ did states "comes now the said defendant and suggests the When within 250 miles of New Orleans, the hoat sunk not show where the court was to be holden. It summon- death of said Montgomery since the last term," &c., and the whole cargo lost; no fault being attached to Coe, ed the defendant to appear "before the judges of said and by consent of the attorneys of record \$700 of the who proceeded to New Orleans, and procured a protest court on the first day of the next term thereof, to be verdict are remitted, and judgment for \$200 entered at

witness understand the defendant as contracting to pay writ substantially averring that the judgment was un- \$900, and as of the term at which the verdict was rendered. To this assignment the defendant pleaded " In

for under the contract, the plaintiff could not recover for executors of Noble, if tenable at the commencement of ment of error, because it did not aver the death of

Judge PERKINS held: 1. That by common law a writ of error is regarded as a new suit and obtained as a matter of right. Pehas been delivered to the owner at a place short of the place of delivery.—3 Kent's Com., 219, 227. But this case does not come under either of these classes.

2. That under the count for money paid, there could be no recovery for the \$15. as money had been advanced for the expenses of the protest by the plaintiff.

October, 1845. At the next term, the wife filed an afford the expenses of the protest by the plaintiff.

October, 1845. At the next term, the wife filed an afford that she had no actual notice or knowl
The place of delivery.—3 Kent's Com., 219, 227. But this case admitted to the record mathematical that in our class of said Institution, and find said class as well acquainted with term which will make him privy to the suit; that in our presentative character, must spread on the record mathematical that in our presentative character, must spread on the record mathematical term which will make him privy to the suit; that in our presentative character, must spread on the record mathematical term which will make him privy to the suit; that in our presentative character, must spread on the record mathematical term which will make him privy to the suit; that in our presentative character, must spread on the record mathematical term which will make him privy to the suit; that in our presentative character, must spread on the record mathematical term which will make him privy to the suit; that in our presentative character, must spread on the record mathematical term which will make him privy to the suit; that in our presentative character, must spread on the record mathematical term which will make him privy to the suit; that in our presentative character, must spread on the record mathematical term which will make him privy to the suit; that in our presentative character, must spread on the record mathematical term which will make him privy to the suit; that in our presentative character, must spread on the record mathematical term which will make him privy to the suit; that in our presentative character

Vickers rs. Cannon. Error to the Allen C. Court.

Cannon commenced this suit, before a Justice, who and proceedings in suits to obtain a divorce, shall be the not rendered in his life-time, for the mere suggestion of

served, all eyes turn to the statesmen of the Whig party to lead on in the encounter."

The policy of the Administration, and the conduct of its representative, Mr. Owen, in the late Cuban massatists representative, Mr. Owen, in the late Cuban massatists representative, Mr. Owen, in the late Cuban massatists a very forcible illustration of the Whig party to the Supreme Court, the errors assigned being, that the Judges of the Circuit Court had admitted illegal evidence on the trial, and had given erroneous instructions to the jury.

Steps were taken as to the bill, but the cause was subtoned to the Supreme Court, the errors assigned being. This suit was commenced in the name of Forkner & Wayne C. Court.

This suit was commenced in the name of Forkner & Wright, on a note payable to them. The defendant vision, the statutes protect the rights of bona fide purchasers, etc., under a decree, but makes no provision as the suit was for the use and benefit of Forkner alone; that at the time it was brought Forkner was and still is exceptions, there was nothing in the transcript to which Had the Legislature intended that decrees granting di- indebted to the defendant in the sum of &c. Appeal to vorces might be opened under the Statutes referred to, the circuit court, when the plaintiffs moved that the plea be set aside, which motion the court overruled.

Judge PERKINS held, That by the Revised Statutes the Bush vs. The Peru Bridge Company. Appeal from the Miami C. C.

Tuesday, Nov. 25.

defendant roay set off any demand against the person for whose use and benefit the action is brought; that the fact of this suit being instituted for the benefit of Forkner This was a bill in chancery praying a perpetual in. alone should appear upon the record, and his omission to

Judgment affirmed. Atkinson vs. Bixler. Upon a review of the testimony

The Pork Trade.

We present below a series of tables relative to the useful to dealers. It will be seen that prices of prouseful to dealers. It will be seen that prices of products were governed throughout by the supply of hogs, and that when the latter opened high, the result of the business proved unsatisfactory. Mess pork was higher in New Pork last October than for ten years, in the corresponding month. The average prices for 1847 corresponding month. The average prices for 1847 error of the period em-The bridge being erected, Bush, who had become the purchaser of the ferry, withdrew his ferry boats, and filed his bill upon the principle that the grant to Hood, Britton and Williams, conveyed the exclusive privilege of transportation across the Wabash at Peru.

The act of 1831 contains this proviso: "Provided, that no ferry shall be established within one mile immetrate that no ferry shall be established ferry, untained by the provisor of the ferry, untained by the provisor of the ferry withdrew his ferry boats, and business proved unsatisfactory. But I have provided the purchaser put them up himself. Always on hand at the braced by our tables. That season hogs opened at \$2.87, and closed at \$4.30, and the number packed in this city was 250,000. The next season hogs opened high and closed low. The number packed here was high and clo

Years. November. December. January. February. \$3.324 1849-50..... 2.66 Corwin, the present Whig Secretary of the Treasury, of April 1849, when, in fact, the term of the court be. Years:-1843-4.....240,000 1844-5.....196,000 1845-6.....305,000 1846-7......250,000 1847-8......500.000

1848-9......410,000 1849-50......401,000 1850-51......334,559 Price of Mess Pork in New York in the Months and 16-25 Cincinnati Price Current.

TTMARRIAGE CONTRCT, in early days, in Hamilton county, O., as entered on the county Records. Mar. 17, 1790

Marriage is honorable in all-tis a mutual contract between Man and Woman to live together, serve, honor, and love each other faithfully for life,

Agnes McAntire. Signed in presence of DANIEL REEDER. Those whom God has joined together let no man put

Organization. Notwithstanding the predictions of the whigs that there would be a stormy commencement of Congress, which after the caucus nominations were made was sent on the wings of the lightning all over the country, it appears Car Builders, General Machinists, and Iron Founders, that all the Democratic nominees were elected on the first ballot. Col. Boyd, of Kentucky, the Speaker to the goodness of the plea, it was competent for the away with. The class of cases known in law as unconin Congress. At the last session be was chairman of the committee on territories, and contributed as much as any member of the House to the passage of the compromise measures. His position gave him charge of the territorial bills.

Col. Forney, the Clerk, is the talented and efficient for the noble and manly stand which he early assumed against the hydra-monster, northern fanaticism.

Mr. Glossbrenner, the Sergeant-at-arms, held the same station during the last Congress, and gave universal satisfaction. He is the publisher and editor of the Puitt, related to him all the circumstances, solicited his York Gazette, and also a German paper at York, Penn-

Mr. Johnson, the Postmaster, is the old and popular incumbent of that office.

Mr. McKnew, the Door-keeper, has long been con-

Polygamy among the Mormons.

A correspondent from the Salt Lake gives a synopsis of the speeches delivered on the 24th of July, the anniversary of the arrival of the Mormons in the valley of Utah, from which we clip the following extract:

" Another speaker declared, ' that the Mormons were others of his brethren had more, and brother Brigham

Commercial Institute of Indianapolis. W. McK. SCOTT, A. M., Principal.

HIS INSTITUTION is now permanently established, and is open at all times for the reception of Pupils, and its rooms havbeen recently fitted up with all the elegance and convenience of best Cincinnati College, now furnishes advantages equal to any Institution in the West for a full and thorough Commercial Edneaion, whilst the cost is little over one half of others.

The Studies of the Full Course are those necessary for a complete and thorough Mercantile Education, and comprehends four distinct

Classes of Subjects, to-wit: FIRST CLASS-DOUBLE ENTRY BOOK KEEPING.-This embraces the science of Book Keeping by Double Entry, and its applica-tion to Wholesale and Retail business by sole traders and Partners, Banking, Manufacturing, and Domestic Shipping, and Commission, Steam Boating, and Foreign Shipping, and general Commission bus-Grain book, Outward Invoice book, Account Current book, &c. THE SECOND CLASS embraces the Laws, Customs and Usages

Trade and Commerce.
THIRD CLASS-MERCANTILE ARITHMETIC.—Embraces Calculation in Interest, Discount, Loss and Gain, Commission and Brokerage, Equation of Payments, Direct and Indirect Exchange, &c. &c., on the new and improved method of Cancellation.

FOURTH CLASS—COMMERCIAL LAW.—Embraces the Law, &c., relating to Sole Traders, Partnerships, Corporation, and Prince pal and Agent, Bills of Exchange, Promissionary Notes, &c., Marine, Fire and Life Insurrance, Contracts with carriers, for hiring

and service, of Sales and the nature of Guarantees, and lastly those emedies which lie in a measure, in the hands of the Merchant himself, as the Stoppage of Goods in Transit, Lien, &c

Price of Cards of Admission to a Full Course, occupying from A PARTIAL COURSE, Embracing the Scientific part of the E The building is in a beautiful and healthy location, in the western Full Course as illustrated in 5 different sets of Books, together with Lectures on Mercantile Arithmetic and Commercial Law, can be with comfortable rooms, boarding and washing, such as corresponds taken at any time leaving it ontional with the Punil after the come tion of the Partial Course to continue through the Full Course. EPPrice of Cards of Admission to Partial Course, \$12.50, pre

prid or secured.

No admittance as a Pupil in either course without first obaining a Card of Admission from the Principal.

LECTURES on Banking, Political Economy, and other subjects valuable to the Merchant, to be known, will be delivered through-

A Diploma granted only to those who may pass a satisfactory ex-A Diploma granted only to those who may pass a satisfactory examination at the completion of a Full Course.

The best time for commencing either course will be the first Monday of each mouth, although Papils are admitted at any time.

Report of the Board of Examiners, May 20, 1851.

We, the undersigned, (by special request.) acting as the Board of Examiners of the Commercial Institute of Indianapois, do certify that we have attended the examination of the present graduating class of said Institution, and find said class as well acquainted with the elementary principles of Double Enter Rock Keeping as a could

we would recommend that the following named members of the present class receive Diplomas, to-wit:

James B. Wecks, John M. Dorsey, Hezekiah W. Roberts, Samuel

Commercial education where as much information, in as short a time, and at far less expense, and anxiety of mind on the part of parents

ment; he therefore requests business men in any part of the State who may be in want of good accountants to inform him of the same stating all particulars, and he will try and send him one well quali fied in every particular.

(C) Arrangements have been made with one of the largest and best Boarding houses in the City to board and lodge all the Students

from abroad at \$2.00 per week, making the entire expenses of boarding, Tuition, and Stationary, about \$40.00, the price of Tuition alone

in the Cincinnati Colleges.

July17-1yd&w

New HARDWARE STORE.—New Firm and New Goods!

The subscribers have just opened an entire New Stock of Hardware, comprising the latest styles and most approved patterns of house trimmings of every description. Builders will please do them the favor to call and examine quality, prices, &c.

Farmers can also be furnished with almost every agricultural implement, such as shovels, spades, hoes, axes, and scythes, hay forks, grain cradles, sickles, &c. &c.

Carpenters, Joiners, Coopers, Masons, Carriage and Cabinet Makers, Black, White, and all other Smiths, and the invitation is extended to the entire alphabet of names in the city and surrounding country, to call at the sign of the Gilt Elephant and Cook Store, south and the invitation is extended to the entire alphabet of names in the city and surrounding country, to call at the sign of the Gilt Elephant and Cook Store, south and the invitation is extended to the entire alphabet of names in the city and surrounding country, to call at the sign of the Gilt Elephant and Cook Store, south and the invitation is extended to the entire alphabet of names in the city and surrounding country, to call at the sign of the Gilt Elephant and Cook Store, south and the invitation is extended to the entire alphabet of names in the city and surrounding mail or otherwise for quantities or single volumes. Becswax and the control of the Gilt Elephant and Cook Store, south and the city and surrounding mail or otherwise for quantities or single volumes. Becswax and the city will be filled promptly. Particular attention paid to orders by mail or otherwise for quantities or single volumes. Becswax and the city will be filled promptly that we have opened in Indianapols, Marion country, the diana, new Book Store. We are prepared at any time to supply the trade, in large or small quantities, with an entire new and fresh the trade, in large or small quantities, with an entire new and fresh the trade, in large or small quantities, wind in an an entire l

To circulate, by subscription, a new and very rapid selling and beautifully illustrated work emitted "Historical Collec-

Tions of the GREAT WEST; containing Narratives of the most important and interesting events in Western History-Remarkable Individual Adventures-Sketches of Frontier Life-Descriptions of Natural Curiosities, etc., to which is appended Historical and Descriptive Sketches of Oregon, New Mexico, Teras, Minnessota, Utah and California; by Henry Howe, Author of His. Col's of Virginia, do. Ohio." Intelligent and energetic men who will canvass in all weathers, will be enabled to earn from \$3 to \$7 per day. None need apply except such as can advance the cash for property when ordered. A capital of from \$40 to \$100 will be sufficient. Apply by letter post-

paid or in person to Henry Howe, at E. Morgan & Co.'s, 111 Main XECUTOR'S NOTICE.-The undersigned has taken out letters testamentary on the estate of Samuel Lewis, deceased, late of Hancock county. All persons having claims against said estate are requested to present the same, properly authenticated for settlement, and all persons indebted to said.

POMEROY IRON.

Warranted to be of a superior quality.

Nails, Steel, Springs, Axles, Anvils, Vices, Bellows, Wago Player Steel and Cast Mould Boards &c.

estate will please make immediate payment.

HENRY N. THOMPSON, Nov. 27, 1851 .- 96-w3w

ATTORNEY AT LAW

IOWA CITY, IOWA. NEW STORE AND NEW GOODS.—Aaron D. Ohr & Co. are receiving and opening daily in the Masonic Building, 9.50
11.37
8.50
13.50
10.75

STORE AND REW GOODS.—Aaron D. Ohr & Co., and Winter stock of Hats and Caps, consisting of every style and quality of Moleskin, Silk, Fur and Angola Hats, Silk Plush, Mohair large and well selected stock of Staple and Fancy Dry Goods, Boots and Shoes, Hats, Caps, Bonnets, Groceries, Cotton Yarns, &c., to which we would respectfully call the attention of the citizens of Indianapolis and surrounding country. These Goods have been purchased at extremely low prices, and we would particularly invite our country friends if they want New and Cheap Goods, to give us and Caps, to give him a call before purchasing elsewhere, as he feels

10.75 a call.

After an absence of two years to that famous and Golden Country.

After an absence of two years to that famous and Golden Country. 14.75
12.75
California, we have returned to our old home where we intend to 10.12
10.12
11.00
After an absence of two years to that mimous and vision to 12.75
California, we have returned to our old home where we intend to 10.12
AARON D. OHR.
WILLIAM BRADEN.

TRENTON FIRE INSURANCE COMPANY.

CASH CAPITAL OF \$150,000.

The undersigned has been appointed successor to A. W. Morents, Esq., deceased, as agent for said company, and is prepared to take risks against casualties by fire.

The well known character of this company, and is promptined heretofore in adjusting its losses, furnish an assurance to the who may insure in it that losses will be certainly and prompting paid.

Satisfactory references, here and elsewhere, will be given to all who may wish to inquire further as to the ability and promptitude of the company.

cells-dwiff Albert G. PORTER, Agent.

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SMOVED! REMOVED! REMOVED!—THALMAN & consultation of the company.

cells-dwiff Greery Store two doors east of the office in the offices in the State, and feel assured that, should you favor us will be pleased to see all their former will be given.

Particular attention paid to re-binding old books.

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TO COUNTY OFFICERS.

We are now supplied with a superior assortment of the different terms as to insure satisfaction, and in workmanship, inferior to none in the West. We are no possession or all the different terms as to insure satisfaction will be given.

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DOUGLAS, SMITH & CG., CORNER OF M ARKET AND THIRD STREETS. ZANESVILLE, OHIO,

NG completed their arrangements for doing an extenses, are prepared to construct, at short notice, all

Passenger Cars, of all classes.

Mail, Baggage, and Express Cars.

Freight, Platform, Wheat, Stock, Coal, Gravel, and Hand Cars, and Trucks of all descriptions.

They are also prepared to furni th Chilled Car Wheels of any pat-

Wheels and Axles fitted and finished. Snow Ploughs and Tenders made to order. Springs, Boxes, Castings, and Bolts for Cars. Jack Screws, Switches, and Switch Stands. Wrought and Cast Frogs. Cast-Iron Railroad Chairs.

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They also manufacture all kinds of Stationary and Boan Engines, Boilers, and every description of Mill Work, Shaftings, Coupling, Hangers, Lathes, Screw-Cutting Machines, &c.

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Bridge Castings, Bridge and Roof Bolts, Water and Gas Pipes, Cast-iron House Fronts and all other Castings.

They are prepared to do all kinds of Jobbing to order, either in the Machine, Forge, or Foundry departments.

They manufacture Landry's Safety Railroad Frog, and Wheeler's Switch Stand. This Frog and Switch are being generally introduced on the New England and Eastern Railroads.

They are also extensively engaged in constructing to order the justly celebrated "indiana Bran Separator"

Will execute both large and small orders with promptness and

Will execute both large and small orders with promptness and dispatch, and having in their employ Foremen and Workman of the first order, they can give an assurance to those who patronize their establishment, of fidelity in the execution of their work, upon as favorable terms as any other establishment in the country. We refer to our Cars now running upon the Central Ohio Rail-Work for the Central Ohio and Akron Branch Raitroads.



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Professor of Astrology, Astronomy, Phrenciogy, and Geomancy, combined with CONJURATION, from Sweden. office No. 71 Locust street, Philadelphia, offers his services to the citizens of Indiana. He has been consulted by all the crowned heads of Europe, and enjoys a higher reputation as an Astrologer, than any one living Nativities calculated according to Geomancy—Ladies \$3, Gentlemet \$5. Persons at a distance can have their nativities drawn by sending the date of the day of their birth. All letters containing the above fee, will receive immediate attention, and nativities sent to any part of the world, written on durable paper; and he is prepared to make use of his power by conjuration, on any of the following topics: Courtship, advice given for the successful accomplishmen of a wealthy marriage; he has the power to redeem such as are given to the free use of the bottle; and for all cases of hazard, and for the recovery of stolen or lost property, and the purchasing of lotters tickets. Thousands of the above named cases have been done in this city and its vicinity, and in the United States, to the full satisfaction of all. 10,000 Nativities or Horoscopes have been east during the last four years while here. Letters will answer every purpose, and will do as well as to call in person, and the mail is now that persons need not fear to trust money through the Post Office.

Dr. Roback receives from 500 to 1000 letters monthly, and has never missed one. All etters will be religiously attended to, as aforesaid. For more particulars, call at the office of the Sentinel and get an Astrological Alinanac, gratis. C. W. ROBACK, No. 6, White street, New York City.

Be particular to mention the Post Office, county and State All communications kept religiously secret. fcb26 PEORIA EYE INFIRMARY AND ORTHOPÆDIC IN-

THIS establishment is just completed, and will be a permanent place for the reception of all patients wishing to undergo treatment for diseased EYES, as well as those desirons of being operated on for the removal of all varieties of DEFORMITIES, such a long standing Dislocations, Club-foot, immobility of the Lower Jaw,

out the designs of such an institution, is provided, and in the Ortho-pædic Department several entirely original ones are used, some of which in Club-foot of young children frequently obviates the necessity of operating by the knife.

The design of the Eye Department is more particularly for the treatment of those patients who, under a less rigid system than gan be pursued at such an institution, would be for the most part incura-

For further information, address. E. S. COOPER, M. D.

REPERENCES. Josigh McRoberts, Esq. Joliet, Illinois. Hon. T. L. Dickey, Ottawa, Ill. Hol. I. P. Walker, U. S. Senator, Milwankee, Wiscousin, Hon. David Davis, Bloomington, Ill.

Hon. S. H Treat, Springfield, Ill. Hon. John Moore, Springfield, Ill.
Hon. A. Lincoln, Springfield, Ill.
Hon. E. A. Hannegan, Covington, Iudiana.
Hon. Wm.P. Bryant, Ex. Chief Justice of Oregon, Rockville.

Hon. Wm. McMurry, Lieut. Governor, Henderson, Ill. Hon. Wilson Shanon, Ex. Governor of Ohio, St. Clairsua, Ohio. Gen. A. Gridley, Bloomington, Ill. Gen. M. K. Alexander, Paris, Ill.

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His Excellency, Joseph A. Wright, Governor, Indianapolis, In-JOHN O'KANE & SONS'

NEW BOOK STORE.

mail or otherwise for quantities or single volumes. Beeswax as Rags wanted JOHN O'KANE & SONS, may22dwtf No. 4 Norris Buildings, under Odd Fellows Hall.

tended to the entire alphabet of names in the city and surrounding country, to call at the sign of the Gilt Elephant and Cook Store, south side of Washington street, opposite D. Craighead's, and examine goods and prices.

In addition to the above, they will keep for sale a good stock of assorted iron, steel, and nails. Also, continue to manufacture copper, tin, and sheet iron ware, and do all kinds of job work in their line to order; and lastly, they do not intend being outdone in the selection of the most approved kinds of Cooking Stoves, warranted to please, or no sale. Being well acquainted with the latest improved patterns made in New York, Pennsylvania, and Ohio, and having had twenty years practical experience in the sale of stoves and other merchandize in the hardware trade, they hope to please ALL who may favor them with a call.

Indianapolis, Sept. 21, 1850.—w.

IGHTNING!! LIGHTNING!!!—The subscriber having put up several thousand feet of James Spratt's Cincinnati Lightning Rods in this vicinity, is still prepared with a contract of quantities or sunde volumes. Becswax and Rags wanted

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A CARD.—Messrs. FIELD & SLOAN take this method of announcing to the commanity at large, that they are now prepared to receive orders for all kinds of Chairs—having every facility, (including the best of power and machinery.) they ean and will manufacture as cheap as any establishment in the Union. Hotels, Halls. Offices, &c., furnished with a superior article of Arm. Chirs at prices to suit the age. All orders from a distance will meet with prompt attention. Country dealers will be supplied at prices which will insure them a good profit. Rooms on Washington street next door to Biddle's Auction Rooms All work warranted.

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The Greatest Discovery of the Age-DR. TRASK'S MAGNETIC OINTMENT.

NOR Inflamatory Rheumatism, this Ointment is the most complete remedy ever prepared. In 90 cases out of 100 it will afford entire relief to the worst cases of Nervous Headache in 30 minutes.

For Nervous Diseases, affections of the Spine, Rheumatism, Lameness, Burns, &c., &c. it is of immense value.

SWELLED LIMBS. If any of our Ladies are afflicted with a Swelled Limb or Milk Leg, as it is sometimes called, (a complaint that many females are subject to, after child-birth, and which is often protracted for years,) we would say to all such, get a bottle of Trask's Magnetic hintment, which will effect a certain and permanent cure Price 25 and 38 cents per bottle. old wholesale and retail by Craighead & Browning, Tomlinson

Brothers, Indianapolis, L. Edwards, Greenfield; Wiley M Lowry, Knightstown; Hodson & Welborn, Ogden; J. R. Bracken & Co., Camber and, and by one Agent in euch village in the State.

Octil-lyw H. Z. FERGUSON, Trav. Agent MITCHELL & BROTHER,

> POMEROY IRON. Plows, Steel and Cast Mould Boards, &c. They also keep on hand a large variety of PARLOR AND COOKING STOVES,

Of the latest patterns, and of superior quality and finish.

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and Caps, to give him a call before purchasing elsewhere, as he feels satisfied that he can give as good, if not a little better bargains, than can be obtained in any other establishment in the city

Be sure and call at McGINNIS' Hat Store, sep19-d&w3m Second door from Post Office corner.